

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

LAURENCE BARTELL, et al.,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

LTF CLUB OPERATIONS COMPANY, INC.,

Defendant.

Case No. 2:14-cv-00401

Judge Michael H. Watson

**DECLARATION OF ORRAN L. BROWN, JR.
IN SUPPORT OF FINAL SETTLEMENT APPROVAL**

I, ORRAN L. BROWN, JR., hereby declare and state as follows:

I. INTRODUCTION

1. *Personal Information.* My name is Orran L. Brown, Jr. I am a Partner at BrownGreer PLC, located at 250 Rocketts Way, Richmond, Virginia 23231 (“BrownGreer”).

2. *The Capacity and Basis of this Declaration.* I am over the age of 21. Unless otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge, information received from the parties in this proceeding (the “Parties”), and information provided by my colleagues at BrownGreer and our partners.

II. BACKGROUND AND EXPERIENCE

3. *BrownGreer’s Appointment as Claims Administrator.* On February 18, 2020, Plaintiffs submitted an unopposed motion seeking preliminary approval of a proposed class settlement in this litigation. On February 24, 2020, the Court entered its order preliminarily approving the Settlement Agreement and Release, approving the Notice Plan,

and approving BrownGreer as the Claims Administrator (the “Preliminary Approval Order”). (Doc. No. 158 ¶¶ 1, 5, 6.). On April 7, 2020, the Court entered an order vacating all previously scheduled deadlines, postponing the deadline for notice to be completed until May 13, 2020, adopting new deadlines for notice and settlement administration, and rescheduling the Fairness Hearing for July 30, 2020 (the “Rescheduling Order”). (Doc. No. 165).

4. *The Role of the Claims Administrator.* The Claims Administrator’s primary duties in this program are:

- (a) serving notice pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b) (“CAFA”);
- (b) establishing and maintaining a P.O. Box and the Settlement Website;
- (c) effecting Notice to the Settlement Class;
- (d) receiving claims by Settlement Class Members and determining eligibility for, and the amount of, the Cash Awards and Dues Credit Awards to be paid;
- (e) fielding inquiries about the Settlement;
- (f) acting as a liaison between Settlement Class Members and the Parties regarding claims information;
- (g) reporting to the Parties on the status of claims;
- (h) receiving, analyzing, and reporting any requests from Settlement Class Members to be excluded from the Settlement; and
- (i) distributing funds from the Settlement Fund to Class Counsel, the Class Representatives, Settlement Class Members, and for *cy pres*.

(Agreement ¶ 7.01.) Following the entry of the Preliminary Approval Order, BrownGreer began to implement the Settlement and otherwise carry out its duties as the Claims Administrator.

5. *The Purpose of this Declaration.* I submit this Declaration to (1) evidence BrownGreer’s compliance with the terms of the Preliminary Approval Order and Rescheduling

Order, (2) detail BrownGreer's execution of its role as the Claims Administrator, and (3) report relevant program data to the Court for final approval consideration.

III. ESTABLISHMENT AND OPERATION OF SETTLEMENT CLASS MEMBER RESOURCES

6. *Settlement Post Office Box.* BrownGreer established a dedicated Post Office Box (the "P.O. Box") for the Settlement Program on January 28, 2020. The P.O. Box address is:

Life Time Ohio Club Settlement
P.O. Box 25357
Richmond, VA 23260

This P.O. Box serves as a location for the United States Postal Service ("USPS") to return undeliverable program mail to BrownGreer and for Settlement Class Members to submit exclusion requests and other Settlement Program correspondence. The P.O. Box address appears prominently in all Notices and on the Settlement Website. BrownGreer monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received. To date, we have received and processed 6,978 total pieces of mail at the Settlement Program's P.O. Box.

7. *Settlement Website.* Pursuant to Paragraph 6 of the Preliminary Approval Order and Paragraph 8.02 of the Settlement Agreement, BrownGreer developed a non-indexed Settlement Website in consultation with the Parties and launched it on May 12, 2020. The Settlement Website, available at www.LifeTimeOhioClubSettlement.com, allows Settlement Class Members to view, download, and print Settlement documents, such as the Settlement Agreement and Release, Preliminary Approval Order, and Claim Form. The Settlement Website also makes available the complete class notice (the "Long-Form Notice") shown as Exhibit 1 to this Declaration, the format and contents of which we finalized in consultation with the Parties following the entry of the Preliminary Approval Order. Additionally, the Settlement Website contained a user-friendly claim submission function built with device-responsive technology that

allowed Settlement Class Members to submit a claim quickly and easily online using any internet-capable device. The Settlement Website further permits Settlement Class Members to register online to receive future information about the Settlement, including receiving email updates with final approval status, the opt out and objection deadlines, and the status of payments under the terms of the Settlement. The Settlement Website address appeared prominently in all Notices. On June 18, 2020, we added to the Settlement Website Plaintiffs' Motion for Attorney's Fees, Costs, Expenses, and Incentive Award, along with all other related motion papers. The Settlement Website has been visited more than 12,860 times, and visitors have accessed the Settlement Website to file claims, obtain contact information, sign up for future information, review FAQs, and view documents. To date, visitors have downloaded documents from the Settlement Website 1,830 total times, including the Long-Form Notice 498 times.

8. Toll-Free Number. BrownGreer established a toll-free telephone number, 1-888-417-1782 (the "Toll-Free Number"), and opened it on May 12, 2020. Twenty-four hours per day, Settlement Class Members can call and engage with an automated system that provides important settlement information. The Toll-Free Number appeared prominently in all Notices, as well as on the Settlement Website. The system has received 339 calls to date and will remain active until October 6, 2020.

IV. CAFA NOTICE

9. Background. CAFA requires that each defendant participating in a proposed settlement serve notice of the proposed settlement upon "the appropriate State official" and the "appropriate Federal official" within ten days of the filing of the motion proposing the

settlement. 28 U.S.C. § 1715(b) (“CAFA Notice”). Paragraph 7.01 of the Agreement assigned BrownGreer, as the Claims Administrator, the responsibility of serving the CAFA Notice.

10. CAFA Notice. On February 28, 2020, pursuant to 28 U.S.C. § 1715(b), BrownGreer staff, acting under my direction and supervision, served a cover letter and an enclosed read-only compact disc upon the parties listed in Exhibit 2 to this Declaration, *i.e.*, the U.S. Attorney General and the appropriate government officials for all states in which class members resided, including the District of Columbia. Specifically, the compact disc included: (1) the CAFA Notice Recipient List; (2) copies of the original and amended complaints; (3) a copy of the Settlement Agreement and Release between the Parties; (4) the Preliminary Approval Order; and (5) the names of Settlement Class Members and their corresponding potential shares to Settlement benefits by state (collectively, with the cover letter, the “CAFA Notice”). Exhibit 3 to this Declaration shows a copy of the CAFA Notice that we mailed as described above, with exhibits omitted due to size.

11. Proof of Delivery. BrownGreer sent the CAFA Notice by Certified Mail, and we tracked the delivery of each CAFA notice packet. Exhibit 4 to this Declaration shows delivery confirmation information for the CAFA Notice. We derived the delivery confirmation information from return receipt cards delivered to BrownGreer by the USPS and from the USPS online parcel tracking feature on www.USPS.com.

12. Responses to the CAFA Notice. To date, we have not yet received any questions or objections from recipients of the CAFA Notice.

V. SETTLEMENT CLASS DATA

13. The Settlement Class. With some exceptions, the Settlement Class includes People who: (1) joined a Life Time health and fitness center operated in Ohio prior to May 27,

2015; (2) cancelled their membership between March 25, 2012 and September 24, 2016; and (3) paid net joining fees and dues to Defendant in an amount greater than \$0.00.” (Preliminary Approval Order ¶ 2.)

14. *The Class Data.* On February 10, 2020, Defendant provided an Excel spreadsheet containing a list of Settlement Class Members and corresponding data, including: (a) first and last names; (b) last known email addresses; (c) last known mailing addresses; (d) the date on which the class member joined Life Time Fitness; (e) the date on which the Settlement Class Member requested cancellation of their Life Time Fitness membership; (f) the amount of Post-Cancellation Dues paid by the Settlement Class Member; and (g) membership ID numbers (the “Class Data”).

15. *Class Size.* We understand from Counsel for Life Time Fitness that the Class Data comprises 100% of potential Settlement Class Members. After analyzing and deduplicating the list of Settlement Class Members, we identified unique records for 60,151 known Settlement Class Members.¹

VI. DIRECT NOTICE

16. *Direct Notice.* Paragraph 8.01 of the Agreement called for sending class notices directly to Settlement Class Members through email (“Email Notice”) or U.S. Mail (“Postcard Notice”). Following the entry of the Preliminary Approval Order, BrownGreer, in consultation with the Parties, finalized the format and contents of the Email Notice and Postcard Notice appearing as Exhibits 5 and 6 to this Declaration, respectively. The Email Notice contained several internet links directly to the Settlement Website and the Class Notice, as well as a link to

¹ We learned from Class Counsel after we sent the Class Notice that the Class Data included three persons excluded from the Settlement Class because they are persons employed by Class Counsel. Although these three persons are included in our notice counts, we have disregarded any claims they submitted.

the electronic Claim Form that, when selected, pre-populated the Settlement Class Member's name and address information on the website. Similarly, the Postcard notice included a detachable, postage pre-paid Claim Form addressed to the Claims Administrator's P.O. Box that Settlement Class Members could complete and mail to submit a claim to the Settlement Program.

17. *The Email Notice Population.* Paragraph 8.01 of the Agreement required the Claims Administrator to send Email Notice to all persons in the Settlement Class for whom a valid email address existed in the Class Data. The Class Data contained email addresses for 55,110 Settlement Class Members. BrownGreer analyzed these email addresses and removed 317 email addresses that were facially invalid (*i.e.*, the email address was missing a required component, such as the "@" or the ".com," or is not provided in the required format). Based on the above criteria, we identified 54,793 unique email addresses for Settlement Class Members to which we could attempt to send the Email Notice.

18. *Initial Email Attempt.* From May 12, 2020 through May 13, 2020, BrownGreer attempted to send an Email Notice to each of the 54,793 Settlement Class Members for whom we identified a unique email address.² To maximize deliverability, we spread the campaign over two days to ensure that the recipients' Internet Service Providers were not overwhelmed. Each Email Notice included a unique message identifier to track instances of "soft" and "hard" bounces. "Soft" bounces are emails that reach the mail server but are returned for temporary reasons that include an unresponsive Internet Service Provider or the recipient's mailbox being full. "Hard" bounces are emails that are permanently undeliverable for reasons that include a

² On May 14, 2020, Class Counsel alerted BrownGreer to a potential issue concerning the formatting of award amounts in the Email Notices sent to Settlement Class Members. BrownGreer investigated the issue fully and concluded that the dollar signs did not appear in front of the award amounts on the Email Notice. After consulting with the Parties, BrownGreer corrected the formatting of the Email Notice and on May 21, 2020 re-sent Email Notices to 43,811 Settlement Class Members with a valid email address that had not already submitted claims or whose email had not hard bounced.

deleted account or the recipient blocking the sender's server. Over the course of the initial email campaign, 4,565 (8.3%) emails "soft" bounced and 4,112 (7.5%) emails "hard" bounced.

19. *Subsequent Email Attempts.* We did not send further Email Notices to email addresses where the initial email returned as undeliverable because of a "hard" bounce. For the emails that returned from the initial notice attempt because of a "soft" bounce, BrownGreer made two additional attempts to re-send each Email Notice on May 21, 2020 and June 2, 2020. For emails that "soft" bounced three times (the initial attempt and two subsequent attempts), as explained more fully below, we attempted to send these Settlement Class Members Postcard Notices instead.

20. *The Postcard Notice Population.* Paragraph 8.01 of the Agreement required the Claims Administrator to send Postcard Notice to all class members who did not receive an Email Notice. This population included two groups: (1) 5,358 Settlement Class Members for whom the Class Data never included a facially valid email address (the "Mailing Address-Only Class Members"); and (2) 8,677 Settlement Class Members whose Email Notices "hard" bounced once or "soft" bounced three times (the "Unreachable-by-Email Class Members") for whom we had a valid mailing address.

21. *Postcard Mailings.* On May 13, 2020, we mailed initial Postcard Notices to the 5,358 Mailing Address-Only Class Members. On June 10, 2020, we implemented additional Postcard Notice mailings to: (1) Settlement Class Members whose initial Postcard Notices returned as undeliverable but for whom the USPS provided a forwarding address; (2) Settlement Class Members whose initial Postcard Notices returned as undeliverable without a forwarding address but for whom we were able to obtain an alternative mailing address through research

using LexisNexis's commercial compendium of domestic addresses; and (3) the Unreachable-by-Email Class Members.

22. Overall Direct Notice Reach. BrownGreer attempted to send direct Notice to 60,151 Settlement Class Members, and, as of July 14, 2020, the direct Notice campaign reached 57,104 (94.9 %) of all Settlement Class Members.³

23. Reminder Notice Campaign. In addition to the direct Notice campaign, Paragraph 8.01 of the Agreement instructed BrownGreer to send reminder email notices ("Reminder Emails) or reminder postcard notices ("Reminder Postcards") 28 days prior to the opt out deadline. BrownGreer developed a Reminder Email and Reminder Postcard, attached as Exhibits 7 and 8, that mirrored the form of the Email Notice and Postcard Notice and included information on the Settlement and instructions on submitting a claim. On June 10, 2020, BrownGreer sent the Reminder Emails to 42,510 Settlement Class Members, the population of which consisted of anyone from the initial Email Notice population who had not yet submitted a claim and whose Email Notice had been delivered successfully (*i.e.*, the Email Notice had not "hard" bounced or "soft" bounced three times). That same day, BrownGreer also mailed 13,614 Reminder Postcards to Settlement Class Members in the initial Postcard Notice population as well as Settlement Class Members whose email "hard" bounced or that BrownGreer converted to a Postcard Notice recipient after three failed attempts to send an Email Notice. As in the Email Notice, the Reminder Email contained a link to the Settlement Website which pre-populated the Settlement Class Member's demographic information. The Reminder Postcard contained a

³ For the purposes of this Declaration, a Settlement Class Member is considered "reached" by direct Notice if (1) a Postcard Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable or (2) an Email Notice sent to the Settlement Class Member has not bounced back as undeliverable. These figures may continue to change slightly as more notices return as undeliverable.

detachable, postage pre-paid Claim Form that the Settlement Class Member could complete and submit to the Settlement Program.

VII. CLAIM ACTIVITY

24. *Claims Process.* Paragraph 6 of the Court’s February 24, 2020 Preliminary Approval Order required Settlement Class Members seeking Settlement benefits to file a claim with the Claims Administrator by the end of the Claim Period, which fell on the Opt-Out and Objection Deadline and which the Rescheduling Order set at July 8, 2020. Settlement Class Members could submit claims in a number of ways: (1) online using the electronic Claim Form available on the Settlement Website; (2) by completing and mailing the hard copy Claim Form available for download on the Settlement Website, and attached as Exhibit 9 to this Declaration; and (3) for Settlement Class Members receiving the Postcard Notice, by completing and mailing the detachable Claim Form that accompanied the notice. The Agreement provided for two award types, a Cash Award or a Dues Credit Award, and Settlement Class Members were required to indicate on their Claim Form the specific award type they would like to receive. The amount of the Cash Award and Dues Credit Award are based on the amount of dues that the Settlement Class Member paid after giving Defendant notice of cancellation (the “Post-Cancellation Dues”). The Cash Award is payable by check issued by the Claims Administrator, while the Dues Credit Award is a credit applied to the Life Time membership account of a Settlement Class Member that may be used to pay joining fees and membership dues to rejoin or continue to access Life Time’s health and fitness centers.

25. *Claim Submissions.* The Claim Submission period commenced on May 12, 2020 and ended on July 8, 2020, after which, we removed the online claim submission feature from the Settlement Website. To date, we have received 7,751 total claims seeking benefits in this

Settlement, including 6,186 electronic claims, 1,542 by Postcard Claim Form, and 23 by hard copy Claim Form.⁴ Of the 7,751 total claims, 7,344 Settlement Class Members (94.7%) selected the Cash Award⁵ and 407 Settlement Class Members (5.3%) elected to receive the Dues Credit Award. We will continue to analyze claims received for timeliness based on the postmark of the Postcard Claim Form or hard copy Claim Form.

26. Claim Values. The Settlement Agreement requires that the amounts of the Cash Awards and Dues Credit Awards be adjusted *pro rata* to use the entirety of the Settlement Fund available for distribution (Paragraph 4.03). The Agreement further explains that the face amount of the Dues Credit Award will be three times the face amount of the Cash Award and the amounts of both will be based on the Post-Cancellation Dues amount, provided that Settlement Class Members who paid from \$0 to \$4.99 will have their amount rounded up to \$5.00 for purposes of calculating their awards. After factoring in the costs associated with claims administration, the anticipated Court-approved Class Representative Award, and the Court-approved attorney's fees and costs, there remains \$9,880,500 available for distribution to claimants who selected the Cash Award option. In accordance with the calculation steps detailed in the Agreement, based on a total of 7,751 claims received, and assuming this Court grants the Class Representative Service Award and attorney's fees and costs in the amounts requested by Plaintiffs, we calculated the average Cash Award to be \$1,249.46 and the average Dues Credit Award to be \$3,391.88.⁶ Using that same criteria, the table below details the minimum,

⁴ These total claims filed do not include any late filed hard copy claims that may be deemed eligible or any duplicate claims that will be part of an analysis we conduct with the Parties in advance of issuing payments. As the total number of claims increases or decreases, the award amounts will be adjusted accordingly to use the entirety of the Settlement Fund available for distribution.

⁵ 43 claimants who submitted a hard copy Claim Form did not select a benefit option, and we have defaulted those claimants to the Cash Award option.

⁶ 399 claimants did not provide a Notice ID when filing their claim, which is the unique ID we use to relate claimants back to the Class Data. We were able to match 227 claimants based on an email address or a combination

maximum, average, and total award amounts across all Settlement Class Members, by award type.

SUMMARY OF AWARD TYPES				
	Minimum	Maximum	Average	Total
Cash Award	\$85.06	\$9,754.52	\$1,249.46	\$9,212,289.23
Dues Credit Award	\$255.18	\$29,263.58	\$3,391.88	\$1,336,401.36
Total				\$10,548,690.59

VIII. OPT OUTS AND OBJECTIONS

27. *Opt Outs Received.* The Rescheduling Order allowed Settlement Class Members to opt out of the Settlement by completing and sending a written Request for Exclusion to the Claims Administrator postmarked by July 8, 2020. The Preliminary Approval Order required that these exclusion requests include the Settlement Class Member's full name and address and a statement that he or she wishes to be excluded from the Settlement. (Preliminary Approval Order ¶ 8.) To date, BrownGreer has received no requests to be excluded from the Settlement.

28. *Objections Received.* Paragraph 10 of the Preliminary Approval Order permitted Settlement Class Members to object to the fairness of the Settlement by July 8, 2020. To object, Settlement Class Members were required to file a written objection with the Court in which the Settlement Class Member must have stated:

his or her full name, address, a telephone number at which he or she currently can be reached, the reasons for his or her objection, the number of objections he or she has made in other class-action cases, identifying the specific cases, and whether he or she intends to appear at the Fairness Hearing on his or her own behalf or through counsel.

of first name, last name, and zip code listed in the Class Data, but there remained 172 claimants who asserted they were Settlement Class Members whom we could not identify from the exhaustive list of Settlement Class Members provided by counsel. Accordingly, we defaulted those 172 claimants to the minimum Cash Award and Dues Credit Award.

While the Preliminary Approval Order directed that objections be filed with the Court, to date, BrownGreer has not received, nor is aware of, any objections to this Settlement.

IX. CONCLUSION

29. *Settlement Success.* The foregoing establishes that the Settlement is being implemented fully, properly, and successfully as of the date of this Declaration.

I, Orran L. Brown, Jr. declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge. Executed on this 16th day of July.

A handwritten signature in cursive script, appearing to read "Orran L. Brown, Jr.", is written over a horizontal line.

Orran L. Brown, Jr.

Exhibit 1

Long-Form Notice

If you signed a membership agreement with Life Time in Ohio before May 27, 2015, and cancelled between March 25, 2012 and September 24, 2016, you can receive a Cash Award or a Dues Credit Award (the estimated *average* Cash Award will be \$503 and the estimated *average* Dues Credit Award will be \$1,509).

The United States District Court for the Southern District of Ohio authorized this notice in the case Bartell, et al. v. LTF Club Operations Company, Inc., Case No. 2:14-cv-00401 (the "Lawsuit").

This is a Notice of a Settlement of a class action Lawsuit. This is not a notice of a lawsuit against you. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, and how to obtain them.

- In the Lawsuit, the Plaintiff, a former member of LTF Club Operations Company, Inc. ("Life Time"), alleged violations of Ohio's Prepaid Entertainment Contracts Act (PECA) and other claims. The court dismissed the other claims but certified the PECA claim as a class action.
- Life Time denies any wrongdoing and makes no admission of liability by agreeing to this Settlement.
- The Court has preliminarily approved the Settlement of the Lawsuit.
- You are a member of the Settlement Class if you signed a Life Time membership agreement in the state of Ohio before May 27, 2015, paid joining fees and/or dues to Life Time, and submitted a cancellation between March 25, 2012 and September 24, 2016.
- **Your legal rights are affected whether or not you act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
HOW MUCH CAN I GET?	We estimate that the <i>average</i> Class Member Cash Award will be \$503.00 and the <i>average</i> Class Member Dues Credit Award will be \$1,509.00. Your personal estimate is contained in the email or postcard notice that you received. The final amount of your Award will depend on the amount of dues you paid to Life Time after cancelling your membership, the total number of claims filed, the costs of administration, and the amounts the Court awards for a Class Representative service award and attorneys' fees and costs.
SUBMIT A CLAIM FORM	If you want to receive a Cash Award or a Dues Credit Award, you must submit your Claim Form online at www.LifeTimeOhioClubSettlement.com or by mail to Life Time Ohio Club Settlement, P.O. Box 25357, Richmond, VA 23260 by July 8, 2020, and select your Award type.
DO NOTHING	If you do nothing, you will not receive a Cash Award or Dues Credit Award and you will waive any rights to sue for the same or related claims.
EXCLUDE YOURSELF NO LATER THAN JULY 8, 2020	If you exclude yourself from the Settlement, you will not receive a Cash Award or Dues Credit Award, and you will retain all rights you may have against Life Time.

QUESTIONS? Call Toll Free 1-888-417-1782 or Visit www.LifeTimeOhioClubSettlement.com.

OBJECT NO LATER THAN JULY 8, 2020	You may stay in the Lawsuit, submit a Claim Form, and also write to the Court about why you do not agree with the Settlement.
GO TO A HEARING ON JULY 30, 2020	You may stay in the Lawsuit, submit a Claim Form, and also speak in Court about the fairness of the Settlement.

- Your rights and options, and the deadlines to exercise them, are explained in this Notice.
- The Court in charge of the Lawsuit still has to decide whether to approve the Settlement in final form. Payments of the Cash and Dues Credit Awards will be made if the Court grants final approval of the Settlement and after any appeals are resolved.

BASIC INFORMATION

1. Why is there a Notice?

If you received an email or postcard notice, Life Time's records show that you purchased a Life Time membership in the State of Ohio before May 27, 2015, that you paid joining fees and/or dues to Life Time, and that you cancelled the membership between March 25, 2012 and September 24, 2016 (the "Class Period"). Based on these records, and as explained in this Notice, the Court has allowed, or "certified," a class action on behalf of you and every other member of the Class. You have legal rights and options that you may exercise before the Court decides whether to approve the Settlement. Judge Michael H. Watson of the United States District Court for the Southern District of Ohio is overseeing this Lawsuit, which is known as *Bartell, et al. v. LTF Club Operations Company, Inc.*, Case No. 2:14-cv-00401. If the Court approves the Settlement, and after any objections and appeals are resolved, an administrator appointed by the Court (the "Claims Administrator") will make payments required by the Settlement.

2. What is a class action and who is involved?

In a class action lawsuit, one or more persons, called the "Class Representative(s)," sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The former Life Time members who sued, and all the Class Members like them, are called the Plaintiffs. The company they sued is called the Defendant. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this Lawsuit about?

In the class action, the Class Representative alleges that Life Time failed to honor cancellation requests and refund payments made by former members of Life Time's Ohio health clubs under membership agreements that allegedly violated the Ohio Prepaid Entertainment Contract Act (PECA).

Life Time denies that it was subject to or violated PECA because the Class Representative and other former members voluntarily paid for their memberships on a month to month basis, could cancel their memberships for any reason upon reasonable advance written notice, and could use the health club until termination of their membership.

The Court certified as a class action the Class Representative's PECA claims. An appeal from some of the Court's decisions is currently pending in the United States Court of Appeals for the Sixth Circuit.

At the beginning of this case, the Class Representative also brought claims for breach of contract, fraud, unjust enrichment, and violation of the Electronic Funds Transfer Act. The Court ruled for Life Time on those claims.

4. Why is there a Settlement?

Both sides agreed to a Settlement. The Lawsuit has already lasted five years and involved extensive discovery and numerous motions and appeals. By agreeing to the Settlement, both sides avoid the uncertainties and expenses associated with continued litigation, a trial, and more appeals. The Class will get benefits now rather than years from now, if at all. The Class Representative and the lawyers representing the Class believe the Settlement is in the best interest of the Class because it provides immediate and valuable compensation to the Class while eliminating the risk of an adverse ruling by the Court.

WHO IS IN THE CLASS

5. Am I part of this Class?

All individuals who signed a membership agreement with Life Time in the state of Ohio before May 27, 2015, paid joining fees and/or dues to Life Time, and cancelled the agreement between March 25, 2012 and September 24, 2016, are part of the Class.

If you are a Life Time member who fits that definition, then you are in the Class and are affected by this lawsuit.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by visiting the website www.LifeTimeOhioClubSettlement.com or by calling 1-888-417-1782.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Life Time will create a Settlement Fund of at least \$14 million in value for Cash and Dues Credit Awards. All Class Members who submit a timely Claim Form may choose between a Cash Award or a Dues Credit Award paid out of the Settlement Fund. The Settlement Fund will also cover payment of the third-party Claims Administrator (estimated at no more than \$99,500), the Court-approved Class Representative Service Award (of no more than \$20,000) and the Court-approved attorney's fees and costs (of no more than \$4,000,000).

QUESTIONS? Call Toll Free 1-888-417-1782 or Visit www.LifeTimeOhioClubSettlement.com.

8. How much will my Cash Award or Dues Credit Award be?

The amount of your personal Cash Award or Dues Credit Award will vary depending on the total amount of post-cancellation dues that you paid relative to the other Class Members. An estimate was calculated and those numbers appear on the email or postcard notice that you received. While your Cash Award may be higher or lower, across the Class the *average* Cash Award is estimated to be \$503.00, and the *average* Dues Credit Award is estimated to be \$1,509.00. If you choose the Dues Credit Award, it will be three times the amount of your Cash Award. The exact amount of your Cash Award or Dues Credit Award will vary depending on the number of claims filed for each of the Awards, the cost of administration, and the Court-approved Class Representative payment and attorneys' fees and costs.

9. How are the Cash Awards and Dues Credit Awards different?

The Cash Award will be paid by check sent by U.S. Mail. The check must be cashed within 90 days of being issued. If funds remain from unclaimed or uncashed checks 120 days after being issued, then a second distribution may occur to those Class Members that already cashed a check.

The Dues Credit Award is a credit on a membership account at any Life Time club. The Claims Administrator will send by email or U.S. Mail a Dues Credit Award ID number. The Dues Credit Award must be redeemed within 180 days of being issued. To redeem the Award, a person must be a current Life Time member or must join Life Time by signing a membership agreement and providing a payment method, such as a debit/credit card number, as required for all new and returning Life Time members. The Dues Credit is only applicable toward membership and joining fees and is not redeemable for cash or any other item or service. The balance will be forfeited if the membership is cancelled prior to exhaustion of the full value. The Dues Credit Award ID number may be transferred by the Class Member one time to any other person before redemption. There will be no redistribution of Dues Credit Awards that remain unclaimed or uncashed.

10. How can I get a Cash Award or Dues Credit Award?

You must timely complete and return a Claim Form. A Claim Form can be found and submitted online at www.LifeTimeOhioClubSettlement.com. Read the instructions carefully, fill out the Claim Form completely, and submit it online no later than 11:59 pm EST July 8, 2020.

In the alternative, you can submit a Claim Form by U.S. Mail. If you received a postcard notice, you may complete and return the tear-off Claim Form that accompanied that notice. Alternatively, you may access a PDF version of the Claim Form to print by going to the "Documents" page of the Settlement Website (www.LifeTimeOhioClubSettlement.com/documents.aspx) and clicking on the "Claim Form" link. Read the instructions carefully, fill out the Claim Form completely, and mail it postmarked no later than July 8, 2020.

QUESTIONS? Call Toll Free 1-888-417-1782 or Visit www.LifeTimeOhioClubSettlement.com.

11. When will I get my Cash Award or Dues Credit Award?

The Court will hold a hearing on July 30, 2020 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. If an appeal is filed, resolution of that appeal will take some time, perhaps more than a year. If the case is resolved in favor of the Settlement, then the Claims Administrator will mail you a Cash Award check or Dues Credit Award ID number within 60 days of the resolution. The Settlement website www.LifeTimeOhioClubSettlement.com will contain current information regarding the status of final approval and any appeals.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court appointed Tom McCormick and Ken Rubin of the law firm Vorys, Sater, Seymour, and Pease, LLP, in Columbus, Ohio, to represent you and all Class Members. These lawyers are called “Class Counsel,” and they are experienced in handling similar consumer class action claims. More information about these lawyers is available at www.vorys.com.

13. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, you may hire your own lawyer, at your own expense, if you want someone other than Class Counsel to represent you.

14. How will the lawyers be paid?

On or before June 17, 2020, Class Counsel will ask the Court to approve payment of attorneys’ fees and expenses in an amount up to \$4,000,000. The fees would pay Class Counsel for investigating the facts, litigating the case, including the numerous motions and appeals, and negotiating the Settlement. The expenses reimburse Class Counsel for out-of-pocket costs such as court-reporter fees, travel costs, mediator fees, expert witnesses, etc. Class Counsel also will ask the Court to approve a payment of \$20,000 to the Class Representative for his services in representing the Class. The Court may award less than these amounts. Life Time and Class Counsel have not reached any agreement on these fees and expenses. These payments will be paid out of the Settlement Fund.

YOUR RIGHTS AND OPTIONS

15. What happens if I do nothing at all?

If you do nothing, you will not get a Cash Award or a Dues Credit Award. Also, unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against Life Time

QUESTIONS? Call Toll Free 1-888-417-1782 or Visit www.LifeTimeOhioClubSettlement.com.

based on the legal claims that are or could have been included in this Lawsuit. It also means that all of the Court's orders will apply to you and legally bind you.

16. Why would I ask to be excluded?

If you exclude yourself from the Class—which means to remove yourself from the Settlement and often is called “opting-out”—you: (1) will **not** be legally bound by the Settlement and any orders by the Court pursuant to the Settlement; (2) will keep any rights you may have to bring the legal claims against Life Time that are or could have been included in this Lawsuit; and (3) will not get any money or benefits from this Settlement. If you want to file your own lawsuit against Life Time based on the legal claims that are or could have been included in this Lawsuit, then you must exclude yourself from this Settlement. You also may exclude yourself if you do not want to participate in any legal claim against Life Time.

17. What rights do I give up if I do not exclude myself? What am I releasing?

If the Court approves the Settlement, then all Class Members who do not exclude themselves will have fully and forever released Life Time from the “Released Claims.” The “Released Claims” include any and all claims, demands, actions, causes of action, rights, offsets, suits, damages (whether general, special, punitive, or multiple), lawsuits, liens, costs, losses, expenses, penalties, or liabilities of any kind whatsoever, for any relief whatsoever, including monetary, injunctive, or declaratory relief, or for reimbursement of attorneys' fees, costs, or expenses, whether known or unknown, whether direct or indirect (whether by assignment or otherwise), whether under federal, state, or local law, whether alleged or not alleged in the Lawsuit, whether suspected or unsuspected, or whether contingent or vested, that arise out of or are related to the factual allegations of, or are based on the same factual predicates as alleged in, the Lawsuit's First Amended Complaint. This specifically includes the alleged claims for breach of contract, unjust enrichment, misrepresentation, and/or violations of consumer protection acts or prepaid entertainment contract statutes/health spa acts resulting from Life Time's sales, communications, contracting, billing, and/or cancellations of any membership or service contracts.

18. If I ask to be excluded, can I get a Cash or Dues Credit Award from the Settlement?

No. If you exclude yourself, you are not eligible to receive a Cash Award or Dues Credit Award.

19. How do I ask the Court to exclude me from the Settlement?

To exclude yourself, you must send a letter stating that you want to be excluded from the Settlement in *Bartell, et al. v. LTF Club Operations Company, Inc.*, Case No. 2:14-cv-00401.

Your letter must include your full name and address, your statement that you want to be excluded from the Settlement, and your signature. You must personally sign your letter requesting exclusion. No one else can sign for you, not even a lawyer. You must postmark your letter requesting exclusion no later than July 8, 2020 to:

QUESTIONS? Call Toll Free 1-888-417-1782 or Visit www.LifeTimeOhioClubSettlement.com.

Life Time Ohio Club Settlement
 Claims Administrator
 P.O. Box 25357
 Richmond, VA 23260

EXCLUSION LETTERS POSTMARKED AFTER JULY 8, 2020 WILL NOT BE HONORED.

Do not submit both a Claim Form and a letter asking to be excluded from the Class. If you submit both, your request to be excluded will be invalid, you will be included in the Settlement, and you will be bound by the terms of the Settlement (including giving up your right to bring the Released Claims described above).

20. How do I object to the Settlement?

If you are a Class Member, you may object to the terms of the Settlement before the Final Approval Hearing. The Court will consider your views. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Bartell, et al. v. LTF Club Operations Company, Inc.*, Case No. 2:14-cv-00401. Your letter or brief must: (1) identify all of the factual and legal reasons for your objections (including citations and supporting evidence) and attach any materials you are relying on to make your objections; (2) include your name, address, telephone number, email address, and signature, and if you have a lawyer, his or her information; (3) the number of objections you have made in other class-action cases, identifying the specific cases; and (4) indicate whether you want to appear and speak at the Final Approval Hearing, with or without your own lawyer. Your objection and any supporting papers must be filed with the Court and mailed via first-class U.S. Mail to Class Counsel and Life Time's Counsel at the following addresses, no later than July 8, 2020:

CLASS COUNSEL	LIFE TIME'S ATTORNEYS
Tom McCormick Vorys, Sater, Seymour and Pease, LLP 52 East Gay Street Columbus, OH 43216 (614) 324-3113	Rodger Eckelberry Baker Hostetler 200 Civic Center Drive, Suite 1200 Columbus, OH 43215-4138 (614) 228-1541

If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you intend to object to the Settlement but wish to receive a Cash Award or Dues Credit Award, you must timely submit your Claim Form as stated above. If the court approves the Settlement despite any objections, and you have not submitted a Claim Form, you will not receive any benefits but will be bound by the terms of the Settlement (including the Released Claims described above).

21. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you stay in the Class (*i.e.*, do not exclude yourself from the Settlement).

QUESTIONS? Call Toll Free 1-888-417-1782 or Visit www.LifeTimeOhioClubSettlement.com.

Excluding yourself is telling the Court that you do not want to be part of the Class and the Settlement. If you exclude yourself from the Settlement, you cannot object because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

22. When and where will the Court hold a Final Approval Hearing?

The Court will hold the Final Approval Hearing at July 30, 2020, at 10:00 a.m. in Courtroom 120 of the United States District Court for the Southern District of Ohio, Eastern Division, at the Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, Ohio 43215. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also hear from Class Counsel, Life Time's counsel, and others who have asked to speak at the hearing and have complied with the requirements described above. The Court will also consider Class Counsel's request for payment of fees and costs, the Class Representative's request for payments for services, and the Claims Administrator's fees and costs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

The hearing may proceed by telephone/video, or be postponed to a different date or time. If you timely objected to the Settlement and told the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change regarding the Final Approval Hearing. You can check www.LifeTimeOhioClubSettlement.com for updates.

23. Do I have to come to the Final Approval Hearing and may I speak at the hearing?

No, you do not have to come to the hearing. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you may, but do not have to, come to the hearing. As long as the written objection was filed and mailed on time and meets the other criteria described above, the Court will consider the objection.

If you want to object and speak at the hearing, then you must include a statement in your letter or brief objecting to the Settlement saying that you, or your lawyer, intends to appear at the Final Approval Hearing. You must also include the information listed above in Question 20. Your objection and notice of intent to appear must be filed with the Court and mailed to Class Counsel and Life Time's Counsel (see Question 20) no later than July 8, 2020. You cannot speak at the Final Approval Hearing if you exclude yourself from the Settlement.

GETTING MORE INFORMATION

24. Are more details available?

QUESTIONS? Call Toll Free 1-888-417-1782 or Visit www.LifeTimeOhioClubSettlement.com.

For additional information about this Settlement, you may visit www.LifeTimeOhioClubSettlement.com, call the Claims Administrator toll free at 1-888-417-1782, or contact Class Counsel as listed below. You may also seek advice and guidance from your own attorney at your own expense.

Class Counsel:

Tom McCormick
Vorys, Sater, Seymour and Pease, LLP
52 E. Gay St.
Columbus, OH 43215
Tel: 614-324-3113
Website: www.vorys.com

QUESTIONS? Call Toll Free 1-888-417-1782 or Visit www.LifeTimeOhioClubSettlement.com.

Exhibit 2

List of CAFA Notice Recipients

CAFA Notice Service List - Bartell, et al. v. LTF Club Operations Company, Inc. , No. 2:14-cv-00401 (S.D. Ohio)								
Last Name	First Name	Office	Address 1	Address 2	Address 3	City	State	Zip Code
Barr	William	United States Office of the Attorney General	U. S. Department of Justice	950 Pennsylvania Ave NW		Washington	DC	20530-0001
Clarkson	Kevin	Office of the Attorney General	1031 W. 4th Avenue	Suite 200		Anchorage	AK	99501-1994
Marshall	Steve	Office of the Attorney General	501 Washington Avenue	P. O. Box 300152		Montgomery	AL	36130-0152
Rutledge	Leslie	Office of the Attorney General	323 Center Street	Suite 200		Little Rock	AR	72201-2610
Brnovich	Mark	Office of the Attorney General	2005 N. Central Ave			Phoenix	AZ	85004-2926
Becerra	Xavier	Office of the Attorney General	Consumer Law Section	455 Golden Gate Avenue	Suite 11000	San Francisco	CA	94102
Weiser	Phil	Office of the Attorney General	Ralph L. Carr Colorado Judicial Center	1300 Broadway	10th Floor	Denver	CO	80203
Tong	William	Office of the Attorney General	165 Capitol Avenue			Hartford	CT	06106
Racine	Karl	Office of the Attorney General	441 4th Street NW	Suite 1100S		Washington	DC	20001
Jennings	Kathy	Office of the Attorney General	Carvel State Office Building	820 North French Street		Wilmington	DE	19801
Moody	Ashley	Office of the Attorney General	The Capitol	PL-01		Tallahassee	FL	32399-1050
Carr	Chris	Office of the Attorney General	40 Capitol Square SW			Atlanta	GA	30334-3300
Connors	Clare	Department of the Attorney General	425 Queen Street			Honolulu	HI	96813
Miller	Tom	Office of the Attorney General	Hoover Building	1305 East Walnut Street		Des Moines	IA	50319
Raoul	Kwame	Office of the Attorney General	100 West Randolph Street			Chicago	IL	60601
Hill, Jr.	Curtis	Office of the Attorney General	Indiana Government Center South	302 West Washington Street	5th Floor	Indianapolis	IN	46204
Schmidt	Derek	Office of the Attorney General	120 SW 10th Ave	2nd Floor		Topeka	KS	66612
Cameron	Daniel	Office of the Attorney General	700 Capitol Avenue	Capitol Building, Suite 118		Frankfort	KY	40601
Landry	Jeff	Office of the Attorney General	1885 North Third Street			Baton Rouge	LA	70802
Healey	Maura	Office of the Massachusetts Attorney General	ATTN: CAFA Coordinator/General Counsel's Office	One Ashburton Place		Boston	MA	02108
Frosh	Brian	Office of the Attorney General	200 St. Paul Place			Baltimore	MD	21202-2202
Frey	Aaron	Office of the Attorney General	6 State House Station			Augusta	ME	04333
Nessel	Dana	Office of the Attorney General	G. Mennen Williams Building	525 W. Ottawa Street	P.O. Box 30212	Lansing	MI	48909-0212
Ellison	Keith	Office of the Attorney General	445 Minnesota Street	Suite 1400		St. Paul	MN	55101
Schmitt	Eric	Office of the Attorney General	Supreme Court Building	207 W. High Street	P.O. Box 899	Jefferson City	MO	65102
Fitch	Lynn	Office of the Attorney General	Walter Sillers Building	550 High Street	Suite 1200	Jackson	MS	39201
Stein	Josh	Office of the Attorney General	9001 Mail Service Center			Raleigh	NC	27699-6400
Stenehjem	Wayne	Office of the Attorney General	State Capitol	600 East Boulevard Avenue	Dept. 125	Bismarck	ND	58505
Peterson	Doug	Office of the Attorney General	2115 State Capitol	P.O. Box 98920		Lincoln	NE	68509
Grewal	Gurbir S.	Office of the Attorney General	RJ Hughes Justice Complex	25 Market Street	Box 080	Trenton	NJ	08625-0080
Balderas	Hector	Office of the Attorney General	Villagra Building	408 Galisteo Street		Santa Fe	NM	87501
Ford	Aaron	Office of the Attorney General	Old Supreme Court Building	100 North Carson Street		Carson City	NV	89701
James	Letitia	Office of the Attorney General	Office of the Attorney General	The Capital	2nd Floor	Albany	NY	12224
Yost	Dave	Office of the Attorney General	State Office Tower	30 E. Broad Street	14th Floor	Columbus	OH	43266-0410
Hunter	Mike	Office of the Attorney General	313 NE 21st Street			Oklahoma City	OK	73105
Rosenblum	Ellen F.	Office of the Attorney General	Oregon Department of Justice	1162 Court Street NE		Salem	OR	97301
Shapiro	Josh	Office of the Attorney General	16th Floor, Strawberry Square			Harrisburg	PA	17120

CAFA Notice Service List - <i>Bartell, et al. v. LTF Club Operations Company, Inc.</i> , No. 2:14-cv-00401 (S.D. Ohio)								
Last Name	First Name	Office	Address 1	Address 2	Address 3	City	State	Zip Code
Neronha	Peter	Office of the Attorney General	150 South Main Street			Providence	RI	02903
Wilson	Alan	Office of the Attorney General	P. O. Box 11549			Columbia	SC	29211-1549
Ravnsborg	Jason	Office of the Attorney General	1302 E. Highway 14	Suite 1		Pierre	SD	57501-8501
Slatery III	Herbert	Office of the Attorney General and Reporter	P.O. Box 20207			Nashville	TN	37202
Paxton	Ken	Office of the Attorney General	Capitol Station	P. O. Box 12548		Austin	TX	78711-2548
Reyes	Sean	Office of the Attorney General	State Capitol	350 North State Street	Suite 230	Salt Lake City	UT	84114-2320
Herring	Mark	Office of the Attorney General	202 North Ninth Street			Richmond	VA	23219
Ferguson	Bob	Office of the Attorney General	1125 Washington Street SE	P.O. Box 40100		Olympia	WA	98504-0100
Kaul	Josh	Office of the Attorney General	Wisconsin Department of Justice		P.O. Box 7857	Madison	WI	53707-7857
Morrissey	Patrick	Office of the Attorney General	State Capitol	Building 1	Room E-26	Charleston	WV	25305
Hill	Bridget	Office of the Attorney General	State Capital Building	2320 Capital Avenue		Cheyenne	WY	82002

Exhibit 3

CAFA Notice



DIRECT DIAL: (804) 521-7196
OFFICE: (804) 521-7200
FACSIMILE: (804) 521-7299
OBROWNJR@BROWNGREER.COM

February 28, 2020

By Certified Mail

Federal and State Officials
Identified in Exhibit A in the Enclosed Disc

**Re: NOTICE UNDER THE CLASS ACTION FAIRNESS ACT OF 2005,
28 U.S.C. § 1711 *et seq.*, *Bartell, et al. v. LTF Club Operations Company, Inc.*,
Case No. 2:14-cv-00401 (S.D. Ohio)**

Dear Sir or Madam:

I send this letter and the enclosed disc to you on behalf of LTF Club Operations Company, Inc. ("Life Time"), the defendant in the action referenced above, regarding a class settlement proposed for preliminary approval on February 18, 2020. This communication constitutes the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 *et seq.* ("CAFA").

The proposed settlement resolves the class action lawsuit brought against Life Time by a former member ("Plaintiff"). Plaintiff alleges that, among other things, Life Time did not provide to members of its Ohio clubs a duplicate cancellation form that complied with the requirements of Ohio's Prepaid Entertainment Contract Act ("PECA"), and therefore, when members indicated their intent to cancel their memberships, Life Time was required to cancel their memberships immediately, no matter how long they had lasted, and to refund all dues paid under their memberships. Life Time denies all of Plaintiff's material allegations.

As CAFA Section 1715(b) requires, the enclosed disc includes:

1. A copy of the Class Action Complaint, including its exhibits, filed on April 30, 2014 (Exhibit B on the enclosed disc);
2. A copy of the Amended Class Action Complaint filed on January 5, 2015 (Exhibit C on the enclosed disc);
3. A copy of the class Settlement Agreement and Release, including its exhibits, between the Parties (Exhibit D on the enclosed disc); and
4. A copy of the Preliminary Approval Order entered by the Honorable Michael H. Watson on February 24, 2020 (Exhibit E on the enclosed disc);

The proposed settlement class includes all persons who: (1) joined a Life Time health and fitness center operated in Ohio prior to May 27, 2015; (2) cancelled their membership between March 25, 2012 and September 24, 2016; and (3) paid net joining fees and dues to Life Time in an amount greater than \$0.00. Pursuant to CAFA § 1715(b)(7)(A), the table shown in Exhibit F (included in the enclosed disc) provides a list of the names of known, potential class members who reside in each state and the estimated proportionate share of the claims of such members to the entire settlement, as determined by the preliminary class data available and related representations of counsel.

The proposed settlement will create a Settlement Fund of at least \$14,000,000 for class member Awards. The Settlement Fund also will cover the costs of administering the settlement, attorney's fees and costs, and a Class Representative service award, if any. Eligible class members who submit a timely Claim Form may choose between a Cash Award and a Dues Credit Award, all paid out of the Settlement Fund. The amount awarded to eligible class members will be based on the amount of post-cancellation dues that the class member paid relative to other class members, provided that any class member who paid less than \$5.00 will have their amount rounded up to \$5.00 for purposes of calculating the amounts of their Cash Award or Dues Credit Award. A Dues Credit Award—which is a credit on a membership account with Life Time Fitness—will have a face value of three times the amount of a Cash Award and may be transferred by the class member one time to any other person before redemption. The amount of Cash Awards and Dues Credit Awards will be adjusted *pro rata* to use the entirety of the Settlement Fund available for distribution to the class members based on the eligible claims submitted. The estimated potential distribution of class members set out in Exhibit F is the most reasonable estimate available of potential shares of the entire settlement.

The Honorable Michael W. Watson preliminarily approved the proposed settlement, including the class-notice plan, on February 24, 2020. There is no final judgment or notice of dismissal. The parties have separately agreed that the Settlement Agreement and Release can be terminated if at least 75 class members opt out of the Settlement. The Court has scheduled a Fairness Hearing related to the proposed settlement for July 9, 2020 at 10:00 a.m. in Courtroom 120 in the United States District Court for the Southern District of Ohio, Eastern Division.

Please contact me if you would like any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Orran L. Brown, Jr.", written in a cursive style.

Orran L. Brown, Jr.
BrownGreer PLC, Proposed Claims Administrator

Enclosures

cc by email:

Tom McCormick
Vorys, Sater, Seymour and Pease, LLP
52 East Gay Street
Columbus, OH 43216
(614) 464-6433

Attorneys for Plaintiff and the Settlement Class

Rodger Eckelberry
Baker Hostetler
200 Civic Center Drive, Suite 1200
Columbus, OH 43215-4138
(614) 228-1541

Aaron Van Oort
Faegre Drinker Biddle & Reath LLP
2200 Wells Fargo Center
90 S. 7th Street
Minneapolis, MN 55402
(612) 766-8138

Attorneys for Defendant LTF Club Operations Company, Inc.

Exhibit 4

CAFA Notice Delivery Confirmation

CAFA Notice Service List - <i>Bartell, et al. v. LTF Club Operations Company, Inc.</i> , No. 2:14-cv-00401 (S.D. Ohio)									
Last Name	First Name	Office	Address 1	Address 2	Address 3	City	State	Zip Code	Delivery Date
Barr	William	United States Office of the Attorney General	U. S. Department of Justice	950 Pennsylvania Ave NW		Washington	DC	20530-0001	3/4/2020
Clarkson	Kevin	Office of the Attorney General	1031 W. 4th Avenue	Suite 200		Anchorage	AK	99501-1994	3/3/2020
Marshall	Steve	Office of the Attorney General	501 Washington Avenue	P. O. Box 300152		Montgomery	AL	36130-0152	6/4/2020
Rutledge	Leslie	Office of the Attorney General	323 Center Street	Suite 200		Little Rock	AR	72201-2610	3/3/2020
Brnovich	Mark	Office of the Attorney General	2005 N. Central Ave			Phoenix	AZ	85004-2926	3/3/2020
Becerra	Xavier	Office of the Attorney General	Consumer Law Section	455 Golden Gate Avenue	Suite 11000	San Francisco	CA	94102	3/4/2020
Weiser	Phil	Office of the Attorney General	Ralph L. Carr Colorado Judicial Center	1300 Broadway	10th Floor	Denver	CO	80203	3/3/2020
Tong	William	Office of the Attorney General	165 Capitol Avenue			Hartford	CT	06106	3/2/2020
Racine	Karl	Office of the Attorney General	441 4th Street NW	Suite 1100S		Washington	DC	20001	3/3/2020
Jennings	Kathy	Office of the Attorney General	Carvel State Office Building	820 North French Street		Wilmington	DE	19801	3/3/2020
Moody	Ashley	Office of the Attorney General	The Capitol	PL-01		Tallahassee	FL	32399-1050	3/4/2020
Carr	Chris	Office of the Attorney General	40 Capitol Square SW			Atlanta	GA	30334-3300	3/3/2020
Connors	Clare	Department of the Attorney General	425 Queen Street			Honolulu	HI	96813	3/2/2020
Miller	Tom	Office of the Attorney General	Hoover Building	1305 East Walnut Street		Des Moines	IA	50319	3/3/2020
Raoul	Kwame	Office of the Attorney General	100 West Randolph Street			Chicago	IL	60601	3/5/2020
Hill, Jr.	Curtis	Office of the Attorney General	Indiana Government Center South	302 West Washington Street	5th Floor	Indianapolis	IN	46204	3/3/2020
Schmidt	Derek	Office of the Attorney General	120 SW 10th Ave	2nd Floor		Topeka	KS	66612	3/2/2020
Cameron	Daniel	Office of the Attorney General	700 Capitol Avenue	Capitol Building, Suite 118		Frankfort	KY	40601	3/4/2020
Landry	Jeff	Office of the Attorney General	1885 North Third Street			Baton Rouge	LA	70802	3/3/2020
Healey	Maura	Office of the Massachusetts Attorney General	ATTN: CAFA Coordinator/General Counsel's Office	One Ashburton Place		Boston	MA	02108	3/2/2020
Frosh	Brian	Office of the Attorney General	200 St. Paul Place			Baltimore	MD	21202-2202	3/2/2020
Frey	Aaron	Office of the Attorney General	6 State House Station			Augusta	ME	04333	3/2/2020
Nessel	Dana	Office of the Attorney General	G. Mennen Williams Building	525 W. Ottawa Street	P.O. Box 30212	Lansing	MI	48909-0212	3/2/2020
Ellison	Keith	Office of the Attorney General	445 Minnesota Street	Suite 1400		St. Paul	MN	55101	3/3/2020
Schmitt	Eric	Office of the Attorney General	Supreme Court Building	207 W. High Street	P.O. Box 899	Jefferson City	MO	65102	3/4/2020
Fitch	Lynn	Office of the Attorney General	Walter Sillers Building	550 High Street	Suite 1200	Jackson	MS	39201	3/2/2020
Stein	Josh	Office of the Attorney General	9001 Mail Service Center			Raleigh	NC	27699-6400	3/4/2020
Stenchjem	Wayne	Office of the Attorney General	State Capitol	600 East Boulevard Avenue	Dept. 125	Bismarck	ND	58505	3/2/2020
Peterson	Doug	Office of the Attorney General	2115 State Capitol	P.O. Box 98920		Lincoln	NE	68509	3/2/2020
Grewal	Gurbir S.	Office of the Attorney General	RJ Hughes Justice Complex	25 Market Street	Box 080	Trenton	NJ	08625-0080	3/3/2020
Balderas	Hector	Office of the Attorney General	Villagra Building	408 Galisteo Street		Santa Fe	NM	87501	3/3/2020
Ford	Aaron	Office of the Attorney General	Old Supreme Court Building	100 North Carson Street		Carson City	NV	89701	3/3/2020
James	Letitia	Office of the Attorney General	Office of the Attorney General	The Capital	2nd Floor	Albany	NY	12224	3/4/2020
Yost	Dave	Office of the Attorney General	State Office Tower	30 E. Broad Street	14th Floor	Columbus	OH	43266-0410	3/3/2020
Hunter	Mike	Office of the Attorney General	313 NE 21st Street			Oklahoma City	OK	73105	3/2/2020
Rosenblum	Ellen F.	Office of the Attorney General	Oregon Department of Justice	1162 Court Street NE		Salem	OR	97301	3/2/2020
Shapiro	Josh	Office of the Attorney General	16th Floor, Strawberry Square			Harrisburg	PA	17120	3/3/2020
Neronha	Peter	Office of the Attorney General	150 South Main Street			Providence	RI	02903	3/2/2020
Wilson	Alan	Office of the Attorney General	P. O. Box 11549			Columbia	SC	29211-1549	3/3/2020
Ravnsborg	Jason	Office of the Attorney General	1302 E. Highway 14	Suite 1		Pierre	SD	57501-8501	3/2/2020
Slatery III	Herbert	Office of the Attorney General and Reporter	P.O. Box 20207			Nashville	TN	37202	3/4/2020

CAFA Notice Service List - <i>Bartell, et al. v. LTF Club Operations Company, Inc.</i> , No. 2:14-cv-00401 (S.D. Ohio)									
Last Name	First Name	Office	Address 1	Address 2	Address 3	City	State	Zip Code	Delivery Date
Paxton	Ken	Office of the Attorney General	Capitol Station	P. O. Box 12548		Austin	TX	78711-2548	3/3/2020
Reyes	Sean	Office of the Attorney General	State Capitol	350 North State Street	Suite 230	Salt Lake City	UT	84114-2320	3/2/2020
Herring	Mark	Office of the Attorney General	202 North Ninth Street			Richmond	VA	23219	3/3/2020
Ferguson	Bob	Office of the Attorney General	1125 Washington Street SE	P.O. Box 40100		Olympia	WA	98504-0100	3/4/2020
Kaul	Josh	Office of the Attorney General	Wisconsin Department of Justice		P.O. Box 7857	Madison	WI	53707-7857	3/2/2020
Morrissey	Patrick	Office of the Attorney General	State Capitol	Building 1	Room E-26	Charleston	WV	25305	3/3/2020
Hill	Bridget	Office of the Attorney General	State Capital Building	2320 Capital Avenue		Cheyenne	WY	82002	3/3/2020

Exhibit 5

Email Notice

Email Notice

From: ClaimsAdministrator@LifeTimeOhioClubSettlement.com

Email Subject: Notice of Life Time Ohio Club Settlement

Email Text:

LIFE TIME OHIO CLUB SETTLEMENT

If you signed a membership agreement with Life Time in Ohio before May 27, 2015, and cancelled between March 25, 2012 and September 24, 2016, you can receive a Cash Award of approximately \$---.00 or a Dues Credit Award of approximately \$---.00.

LEGAL NOTICE: Your legal rights are affected. Read this notice carefully. You are not being sued and this is not a solicitation from a lawyer.

The United States District Court for the Southern District of Ohio authorized this notice after it preliminarily approved a Class Action Settlement in the case Bartell, et al. v. LTF Club Operations Company, Inc., Case No. 2:14-cv-00401.

Settlement Class Member: {{{first_name}}} {{{last_name}}}

Notice ID: {{{Notice_ID}}}

Why am I receiving this Notice? You are receiving this Notice because the records of LTF Club Operations Company, Inc., which does business as "Life Time," show that you signed a membership agreement with Life Time in the State of Ohio before May 27, 2015, paid joining fees and/or dues, and cancelled that membership between March 25, 2012 and September 24, 2016. Therefore, you are a Class Member eligible to recover a Cash Award or a Dues Credit Award under this Settlement. A former member of Life Time brought a lawsuit alleging violations of Ohio's Prepaid Entertainment Contract Act (PECA) and other claims. The court dismissed the other claims but certified the PECA claim as a class action. Life Time denies any wrongdoing and makes no admission of liability by agreeing to this settlement.

How can I get a Cash Award or Dues Credit Award? To receive a Cash Award or Dues Credit Award, you must submit a Claim Form.

[CLICK HERE TO SUBMIT A CLAIM](#)

What are the Settlement Terms? Life Time will create a Settlement Fund of at least \$14 million in value for Cash and Dues Credit Awards (collectively, the "Awards") to Class Members and payment of all costs of settlement. All Class Members who submit a timely Claim Form may choose between a Cash Award or a Dues Credit Award. We estimate that your Cash Award will be \$ ___.00. If you select the Dues Credit Award, it will be three times the amount of your Cash Award. The amount of your personal Cash Award or Dues Credit Award will depend on the amount of dues you paid to Life Time after cancelling your membership, the total number of claims filed, the costs of administration, and the amounts the Court awards for a Class Representative service award and attorneys' fees and costs. The terms and conditions of the Awards are fully explained in the complete legal notice on the settlement [website](#).

What are my options? You have **four** options:

1. **First**, you may submit a Claim Form and choose a Cash Award or Dues Credit Award, in which case you will release your claims against Life Time and will be bound by all orders and judgments of the Court. You can submit an electronic Claim Form quickly and easily online by clicking [here](#) or going to www.LifeTimeOhioClubSettlement.com. Alternatively, you can access a printable Claim Form at www.LifeTimeOhioClubSettlement.com/Documents/Claim_Form.pdf that you can print and mail in hard copy. Claims submitted electronically must be filed by 11:59 EST on July 8, 2020, and hard copy Claim Forms must be postmarked by July 8, 2020.
2. **Second**, you may do nothing, in which case you will not receive a Cash Award or Dues Credit Award, but your claims against Life Time will still be released and you will still be bound by all orders and judgments of the Court.

3. **Third**, you may exclude yourself from the settlement, in which case you will not receive a Cash Award or Dues Credit Award, and you also will not release any claim you have against Life Time.
4. **Fourth**, as long as you do not exclude yourself from the settlement, you may object to the Settlement and make a request to appear at the Final Approval Hearing. The Court has scheduled a Final Approval Hearing on July 30, 2020, at 10:00 a.m., in Courtroom 120 of the United States District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Blvd., Columbus, OH 43215. At that hearing, the Court will consider whether to finally approve the Settlement and authorize third party administrator's fees (estimated at no more than \$99,500), a Class Representative service award (of no more than \$20,000) and attorneys' fees and costs (of no more than \$4,000,000). You may hire your own lawyer at your own expense; however, you are not required to have a lawyer. The Court has appointed Tom McCormick and Ken Rubin of Vorys, Sater, Seymour and Pease, LLP to represent all Class Members.

Where do I get more information? To get more information, please visit the settlement [website](#) or call toll free 1-888-417-1782. The easiest way to submit a claim is online by clicking [here](#). Do not contact the Court or Life Time about this settlement. All settlement information, including instructions on how to file a claim, exclude yourself from the settlement, or object to the settlement can be found on the complete legal notice on the settlement [website](#) or by contacting the claims administrator at 1-888-417-1782.

DO NOT DELAY: All Claim Forms must be postmarked by July 8, 2020 or submitted online by 11:59 p.m. Eastern Time on July 8, 2020.

1-888-417-1782 or visit www.LifeTimeOhioClubSettlement.com

Exhibit 6

Postcard Notice

LEGAL NOTICE

*Bartell v. LTF Club Operations Company, Inc.,
Case No. 2:14-cv-00401 (S. D. Ohio).*

If you signed a membership agreement with Life Time in Ohio before May 27, 2015, and cancelled between March 25, 2012 and September 24, 2016, you can receive a Cash Award of approximately \$---.00 or a Dues Credit Award of approximately \$---.00 under a settlement.

In the settled Lawsuit, the Plaintiff, a former member of LTF Club Operations Company, Inc. ("Life Time"), alleged violations of Ohio's Prepaid Entertainment Contracts Act (PECA) and other claims. The court dismissed the other claims but certified the PECA claim as a class action. Life Time denied any wrongdoing and makes no admission of liability by agreeing to this settlement.

Your legal rights are affected whether or not you act. Read this notice carefully. All Claim Forms must be postmarked by July 8, 2020 or submitted online at www.LifeTimeOhioClubSettlement.com by 11:59 ET on July 8, 2020.

Life Time Ohio Club Settlement
Claims Administrator
P.O. Box 25357
Richmond, VA 23260

FIRST CLASS
MAIL U.S.
POSTAGE PAID
PERMIT NO
1234



Notice ID: 123456789

Jane Claimant
123 4th Ave
Apt. 5
St. Paul, MN 55101

LIFE TIME OHIO CLUB SETTLEMENT NOTICE

Why am I receiving this Notice? You are receiving this Notice because the records of LTF Club Operations Company, Inc., which does business as "Life Time," show that you signed a membership agreement with Life Time in the State of Ohio before May 27, 2015, paid joining fees and/or dues, and cancelled that membership between March 25, 2012 and September 24, 2016. Therefore, you are a Class Member eligible to recover a Cash Award or a Dues Credit Award under this Settlement.

How can I get a Cash Award or Dues Credit Award? To receive a Cash Award or Dues Credit Award, you must submit a Claim Form.

What are the Settlement Terms? Life Time will create a Settlement Fund of at least \$14 million in value for Cash and Dues Credit Awards (collectively, the "Awards") to Class Members and payment of all costs of settlement. All Class Members who submit a timely Claim Form may choose between a Cash Award or a Dues Credit Award. We estimate that your Cash Award will be \$____.00. If you select the Dues Credit Award, it will be three times the amount of your Cash Award. The amount of your personal Cash Award or Dues Credit Award will depend on the amount of dues you paid to Life Time after cancelling your membership, the total number of claims filed, the costs of administration, and the amounts the Court awards for a Class Representative service award and attorneys' fees and costs. The terms and conditions of the Awards are fully explained at www.LifeTimeOhioClubSettlement.com.

What are My Options? You have **four options**: First, you may **submit a Claim Form** and choose a Cash Award or Dues Credit Award, in which case you will release your claims against Life Time and will be bound by all orders and judgments of the Court. Second, you may **do nothing**, in which case you will not receive a Cash Award or Dues Credit Award, but your claims against Life Time will still be released and you will still be bound by all orders and judgments of the Court. Third, you may **exclude yourself** from the settlement, in which case you will not receive a Cash Award or Dues Credit Award, and you also will not release any claim you have against Life Time. Fourth, as long as you do not exclude yourself from the settlement, you may **object to the Settlement and/or make a request to appear at the Final Approval Hearing**. The Court has scheduled a Final Approval Hearing on July 30, 2020, at 10:00 a.m., in Courtroom 120 of the United States District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Blvd., Columbus, OH 43215. At that hearing, the Court will consider whether to finally approve the Settlement and authorize third party administrator's fees (estimated at no more than \$99,500), a Class Representative service award (of no more than \$20,000) and attorneys' fees and costs (of no more than \$4,000,000). You may hire your own lawyer at your own expense; however, you are not required to have a lawyer. The Court has appointed Tom McCormick and Ken Rubin of Vorys, Sater, Seymour and Pease, LLP to represent all Class Members. **Additional information, including instructions on how to file a claim, exclude yourself from the settlement, or object to the settlement can be found at www.LifeTimeOhioClubSettlement.com, or by contacting the claims administrator at 1-888-417-1782.**



NO POSTAGE
NECESSARY IF
MAILED IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL

PERMIT NO. 1234

RICHMOND, VA

POSTAGE WILL BE PAID BY ADDRESSEE

LIFE TIME OHIO CLUB SETTLEMENT
CLAIMS ADMINISTRATOR
PO BOX 25357
RICHMOND VA 23286-8163



LIFE TIME OHIO CLUB SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE POSTMARKED BY JULY 8, 2020 AND MUST BE FULLY COMPLETED.

Full Name:

Current Street Address:

City:

State:

Zip:

Current Contact Phone Number: (_ _ _) _ _ _ - _ _ _ _

Current Email Address:

You are entitled to receive one of the following Awards. Please select one.☐ CASH AWARD (estimated at \$--.00)

You will receive your Cash Award check by mail. The check must be cashed within 90 days of issuance.

☐ DUES CREDIT AWARD (estimated at \$--.00)

Your Dues Credit Award will be three times the amount of your Cash Award. You will receive a Dues Credit Award ID number by email or mail. The Award must be redeemed within 180 days of issuance. The Award may be transferred one time to any other person prior to redemption. The Award is a membership account credit applicable toward joining fees and membership dues at any Life Time club, and is not redeemable for cash or any other product or service. To redeem, a user must either be a current Life Time member or join Life Time by signing a membership agreement and providing a payment method, such as a debit/credit card number, as required for all new and returning Life Time members. Any unused credit will be forfeited if the membership is cancelled before the full value is used.

Certification

By signing and submitting this Claim Form to the Claims Administrator, I affirm this information is true and correct.

Signature

Date

Exhibit 7

Reminder Email Notice

Reminder Email

From: ClaimsAdministrator@LifeTimeOhioClubSettlement.com

Email Subject: Reminder of Life Time Ohio Club Settlement

Email Text:

IMPORTANT U.S. DISTRICT COURT REMINDER

You previously received a court-approved notice about the Life Time Ohio Club Settlement. This is a reminder that **the deadline to file a claim for settlement benefits is July 8, 2020.**

Records show you may be eligible to receive a Cash Award of approximately \$#,###.00 or a Dues Credit Award of approximately \$#,###.00.

The United States District Court for the Southern District of Ohio preliminarily approved a Class Action Settlement in the case Bartell, et al. v. LTF Club Operations Company, Inc., Case No. 2:14-cv-00401. You are not being sued, and this is not a solicitation from a lawyer.

Settlement Class Member: {{{first_name}}} {{{last_name}}}

Notice ID: {{{Notice_ID}}}

Why am I receiving this reminder email? You previously received a notice informing you that the records of LTF Club Operations Company, Inc., which does business as “Life Time,” show that you are a Class Member eligible to recover a Cash Award or a Dues Credit Award under this Settlement. Class Members signed a membership agreement with Life Time in the State of Ohio before May 27, 2015, paid joining fees and/or dues, and cancelled that membership between March 25, 2012 and September 24, 2016. A former member of Life Time brought a lawsuit alleging violations of Ohio’s Prepaid Entertainment Contract Act (PECA) and other claims. The court dismissed the other claims but certified the PECA claim as a class action. Life Time denies any wrongdoing and makes no admission of liability by agreeing to this settlement. You are receiving this reminder because you have not yet filed your claim. If you do not file a claim by July 8, 2020, you will not be eligible to receive either a Cash Award or a Dues Credit Award.

How can I get a Cash Award or Dues Credit Award? If you want to receive a Cash Award or Dues Credit Award, and you have not yet filed a claim, you must submit a Claim Form.

[CLICK HERE TO SUBMIT A CLAIM](#)

DO NOT DELAY: All Claim Forms must be postmarked by July 8, 2020 or submitted online by 11:59 p.m. Eastern Time on July 8, 2020.

1-888-417-1782 or visit www.LifeTimeOhioClubSettlement.com

Exhibit 8

Reminder Postcard Notice

IMPORTANT U.S. DISTRICT COURT REMINDER!

*Bartell v. LTF Club Operations Company, Inc.,
Case No. 2:14-cv-00401 (S. D. Ohio).*

The deadline to file a claim for benefits in the \$14 million Life Time Ohio Club Settlement is **July 8, 2020.**

Records show you may be eligible for a Cash Award of approximately \$#,###.00 or a Dues Credit Award of approximately \$#,###.00.

Go to www.LifeTimeOhioClubSettlement.com to file a claim quickly and easily online or tear off, complete, and return the attached claim form.



You can also call
1-888-417-1782
for more information.

Life Time Ohio Club Settlement
Claims Administrator
P.O. Box 25357
Richmond, VA 23260

FIRST-CLASS
MAIL U.S.
POSTAGE PAID
PERMIT NO
1234

Notice ID: 123456789



Jane Claimant
123 4th Ave
Apt. 5
St. Paul, MN 55101

2:14-cv-00401-MHW-KAJ Doc #: 167 Filed: 07/16/20 Page: 47 of 51 PAGEID #:
LIFE TIME OHIO CLUB SETTLEMENT – FILING DEADLINE REMINDER

The United States District Court for the Southern District of Ohio preliminarily approved a Class Action Settlement in the case Bartell, et al. v. LTF Club Operations Company, Inc., Case No. 2:14-cv-00401. You are not being sued, and this is not a solicitation from a lawyer.

Why am I receiving this reminder postcard? You previously received a notice informing you that the records of LTF Club Operations Company, Inc., which does business as “Life Time,” show that you are a Class Member eligible to recover a Cash Award or a Dues Credit Award under this Settlement. Class Members signed a membership agreement with Life Time in the State of Ohio before May 27, 2015, paid joining fees and/or dues, and cancelled that membership between March 25, 2012 and September 24, 2016. A former member of Life Time brought a lawsuit alleging violations of Ohio’s Prepaid Entertainment Contract Act (PECA) and other claims. The court dismissed the other claims but certified the PECA claim as a class action. Life Time denies any wrongdoing and makes no admission of liability by agreeing to this settlement. You are receiving this reminder because you have not yet filed your claim. If you do not file a claim by July 8, 2020, you will not be eligible to receive either a Cash Award or a Dues Credit Award.

How can I get a Cash Award or Dues Credit Award? If you want to receive a Cash Award or Dues Credit Award, and you have not yet filed a claim, you must submit a Claim Form by either tearing off, completing, and returning the attached Claim Form or submitting a claim online at www.LifeTimeOhioClubSettlement.com.

DO NOT DELAY: All Claim Forms must be postmarked by July 8, 2020 or submitted online by 11:59 p.m. Eastern Time on July 8, 2020.



NO POSTAGE
NECESSARY IF
MAILED IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL

PERMIT NO. 1234

RICHMOND, VA

POSTAGE WILL BE PAID BY ADDRESSEE

LIFE TIME OHIO CLUB SETTLEMENT
CLAIMS ADMINISTRATOR
PO BOX 25357
RICHMOND VA 23286-8163



LIFE TIME OHIO CLUB SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE POSTMARKED BY JULY 8, 2020 AND MUST BE FULLY COMPLETED.

Full Name:

Current Street Address:

City:

State:

Zip:

Current Contact Phone Number: (_ _ _) _ _ _ - _ _ _ _

Current Email Address:

You are entitled to receive one of the following Awards. Please select one.☐ CASH AWARD (estimated at \$--.00)

You will receive your Cash Award check by mail. The check must be cashed within 90 days of issuance.

☐ DUES CREDIT AWARD (estimated at \$--.00)

Your Dues Credit Award will be three times the amount of your Cash Award. You will receive a Dues Credit Award ID number by email or mail. The Award must be redeemed within 180 days of issuance. The Award may be transferred one time to any other person prior to redemption. The Award is a membership account credit applicable toward joining fees and membership dues at any Life Time club, and is not redeemable for cash or any other product or service. To redeem, a user must either be a current Life Time member or join Life Time by signing a membership agreement and providing a payment method, such as a debit/credit card number, as required for all new and returning Life Time members. Any unused credit will be forfeited if the membership is cancelled before the full value is used.

Certification

By signing and submitting this Claim Form to the Claims Administrator, I affirm this information is true and correct.

Signature

Date

Exhibit 9

Claim Form

Life Time Ohio Club Settlement

Bartell v. LTF Club Operations Co., Inc., Case No. 2:14-cv-00401
U.S. District Court for the Southern District of Ohio

CLAIM FORM

Complete this Claim Form if you signed a membership agreement with LTF Club Operations Company, Inc. ("Life Time") in the state of Ohio before May 27, 2015, paid joining fees and/or dues, and cancelled that membership between March 25, 2012 and September 24, 2016. You can submit an electronic Claim Form in just a few quick and easy steps on the settlement website at www.LifeTimeOhioClubSettlement.com. If you cannot submit your claim online, you may complete, sign, and return this Claim Form to: Life Time Ohio Club Settlement, Claims Administrator, PO Box 25357, Richmond, VA 23260. You must submit your Claim Form online by 11:59 PM EST on July 8, 2020 or mail it postmarked by July 8, 2020.

I. SETTLEMENT CLASS MEMBER INFORMATION

The Claims Administrator will use this information for all communications related to this claim. If your information changes, you must notify the Claims Administrator in writing at the mailing address above.

Claimant Name	Last Name	First Name	Middle Name
Current Contact Email		Telephone Number	() -
Current Mailing Address	Street/P.O. Box		
	City	State	Zip

II. AWARD TYPE ELECTION

If you are an eligible Settlement Class Member, you are entitled to receive one of the following Awards. Please select one.

CASH AWARD <input type="checkbox"/>	You will receive your Cash Award check by mail. The check must be cashed within 90 days of issuance.
DUES CREDIT AWARD <input type="checkbox"/>	Your Dues Credit Award will be three times the amount of your Cash Award. You will receive a Dues Credit Award ID number by email or mail. The Award must be redeemed within 180 days of issuance. The Award may be transferred one time to any other person prior to redemption. The Award is a membership account credit applicable toward joining fees and membership dues at any Life Time club and is not redeemable for cash or any other product or service. To redeem, a user must either be a current Life Time member or join Life Time by signing a membership agreement and providing a payment method, such as a debit/credit card number, as required for all new and returning Life Time members. Any unused credit will be forfeited if the membership is cancelled before the full value is used.

III. SIGNATURE

By signing and submitting this Claim Form to the Claims Administrator, I affirm this information is true and correct.

Signature		Date	/ / (Month/Day/Year)
------------------	--	-------------	-------------------------